

EXHIBIT 1

ST. LOUIS AREA INSURANCE TRUST

A Self-Insurance Pool

Policy #GL010-13

RENEWAL CERTIFICATE

PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

| | |
|----------|--|
| INSURER: | St. Louis Area Insurance Trust c/o The Daniel and Henry Company 1001 Highlands Plaza Drive West, Suite 500 St. Louis, Missouri 63110 (314) 421-1525 |
|----------|--|

DECLARATIONS:

Items

- | | | |
|----|-----------------|---|
| 1. | Named Insured | City of Hazelwood |
| | Mailing Address | 415 Elm Grove Lane Hazelwood, MO 63042 |

The Named Insured is: X City County
 Other _____

- | | | | |
|----|---------------|---------------------|---------------------|
| 2. | Policy Period | <u>July 1, 2013</u> | <u>July 1, 2014</u> |
| | | Inception Date | Expiration Date |

12:01 a.m., standard time at the address of the
Named Insured as stated herein.

- | | | |
|----|------------------|---|
| 3. | Retroactive Date | 8/15/86 (G/L), 8/15/86 (Police), 2/23/87 (EBP), 8/15/86 (EMT), if no date is entered herein, coverage does not apply prior to the inception date stated in Item 2. |
|----|------------------|---|

- | | | |
|----|-----------------|---|
| 4. | Deposit Premium | <u>\$116,784</u> , initial assessment. Includes assessment for auto liability coverages also. Any additional assessments would be made in accordance with Article Seven of the Articles of Association. |
|----|-----------------|---|

| | |
|-----------------------|--|
| <u>Minimum Earned</u> | Adjustment in the event of cancellation, would be made in accordance with Article II, Section 11 of the By-Laws. |
|-----------------------|--|

ST. LOUIS AREA INSURANCE TRUST

A Self-Insurance Pool

RENEWAL CERTIFICATE - City of Hazelwood

PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

Page 2

Insurance is afforded for the following coverages and limits of Liability, subject to all terms of the policy relating thereto.

5. Coverage

| | |
|-------------------------------|-------------|
| Products-Completed Operations | |
| Per Occurrence Limit | \$3,000,000 |
| Aggregate Limit | \$3,000,000 |

| | |
|---|-------------|
| Bodily Injury and Property Damage (other than Products-Completed Operations) | |
| Per Occurrence Limit | \$3,000,000 |

| | |
|--|-------------|
| Personal Injury and Advertising Injury | |
| Per Person or Organization Limit | \$3,000,000 |
| Med Pay | \$ 250 |

| | |
|-------------------------|-------------|
| General Aggregate Limit | \$7,500,000 |
|-------------------------|-------------|

| | |
|---|---------|
| Deductibles: Law Enforcement | \$2,500 |
| General Liability (other than Law Enforcement) | \$500 |

| | |
|-----------------------------|-------------|
| Employee Benefits Liability | |
| Per Occurrence Limit | \$3,000,000 |
| Aggregate Limit | \$3,000,000 |

6. Classifications: Refer to policy extension schedule

7. Description of Operations: See Schedule of Included/ Excluded Operations in policy.

8. Form Numbers of Endorsements that are part of this policy.

Endorsements A through S and including 001

This Policy will not be valid unless countersigned by duly authorized representative.

D. D. Wickham
Authorized Agent

DATE: 6/17/2013

RECEIVED

JUN 11 1997

Ans'd.....

I Stephen D. Wicker do hereby agree this is a certified copy of the original document entitled
"Public Entity Liability Insurance Policy."

Stephen D. Wicker
Stephen D. Wicker

Jeannette Davis
June 9, 1997

JEANNETTE DAVIS
NOTARY PUBLIC—STATE OF MISSOURI
ST CHARLES COUNTY
MY COMMISSION EXPIRES MAY 11, 2000



POLICY #GL0001-87

PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

INSURER: Property and Casualty Trust of
St. Louis, Inc.

DECLARATIONS

Items

1. Named Insured and Mailing
Address

(
(
(

The Named Insured is:

X City ___ County
___ Other _____

2. Policy Period

Inception Date Expiration Date

12:01 a.m., standard time at the address
of the Named Insured as stated herein.

3. Retroactive Date

_____ if no
date is entered herein, coverage does
apply prior to the inception date stated
in Item 2.

4. Premium

\$_____, which is a Flat Charge,
Policy Period, Payable at inception.

Minimum Premium

\$ N/A, Not subject to Adjustment
in the event of Cancellation

Insurance is afforded for the following coverages and limits of
Liability, subject to all the terms of the policy relating thereto.
The entry of "included" opposite the coverage indicates that
insurance is provided for that Coverage. The entry of "excluded"
opposite the coverage indicates that the coverage is excluded by
endorsement.

5. Coverage

Products-Completed Operations
Aggregate Limit

\$1,000,000

Bodily Injury and Property
Damage Limit

\$1,000,000

Personal Injury and Advertising
Injury Aggregate Limit

\$1,000,000

6. Classifications: Refer to Extension Schedule
7. Description of Operations: See Schedule of Included/
Excluded Operations
8. Form Numbers of Endorsements that are part of this policy.
See Listing of Endorsements Forming a part of Policy at Issue

This Policy will not be valid unless countersigned by our duly
authorized representative.

Endorsements #A through #L

Countersigned by

Daniel & Henry Co.

PUBLIC ENTITY LIABILITY INSURANCE POLICY -
CLAIMS MADE

INDEX

DECLARATIONS PAGE

Your Name and Address
Policy Period
Retroactive Date
Premium
Coverage

The Declarations Page has the details of your policy - such as the term it is in effect, the coverage and limits, the premium and other facts about your insurance.

| | Beginning On Page |
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Premiums
Inspections and Surveys
Examination of Your Books and Records
Duties in the Event of Occurrence, Claim or Suit
Legal Action Against Us
Transfer of Rights of Recovery Against Others To Us
Changes
Transfer of Your Rights and Duties Under This Policy
Bankruptcy
Other Insurance
Cancellation
Representations

PUBLIC ENTITY LIABILITY INSURANCE
POLICY - CLAIMS MADE POLICY PROVISIONS

THIS IS A "CLAIMS MADE" POLICY. PLEASE READ ALL PROVISIONS AND CONTACT YOUR AGENT IF YOU HAVE ANY QUESTIONS. YOUR POLICY APPLIES ONLY TO CLAIMS FOR INJURY OR DAMAGE MADE AGAINST YOU AFTER THE INCEPTION DATE AND BEFORE THE EXPIRATION DATE OF YOUR POLICY. IF A RETROACTIVE DATE APPLIES, YOUR POLICY WILL NOT COVER YOU FOR INJURY OF DAMAGE WHICH OCCURRED BEFORE THE RETROACTIVE DATE OR AFTER THE EXPIRATION DATE OF YOUR POLICY. UPON TERMINATION OF YOUR POLICY AN EXTENDED REPORTING PERIOD MAY BE AVAILABLE.

The insurance company writing this insurance is shown on the Declarations Page as the "insurer".

AGREEMENT

In return for payment of premium when due and subject to all the terms of this policy, we agree with you as follows:

SECTION I - DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations.

"We", "us" and "our" refer to the company writing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION IV - WHO IS AN INSURED.

Other words and phrases are defined below. They are boldfaced when used.

"Advertising Injury" means injury arising out of one or more of the following offenses:

- a) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b) Oral or written publication of material that violates a person's right of privacy;
- c) Misappropriation of advertising ideas or style of doing business.

"Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But auto does not include mobile equipment.

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

"Claim" means a demand received by any insured for damages alleging injury or damage to persons or property, including the institution of a suit for such damages against any insured.

"Claim Expenses" means all expenses incurred by the insured or us in the investigation, negotiation, arbitration, settlement and defense of any claim or suit, whether paid by us or the insured, but the term claim expenses does not include salaries of any insured's or our regular employees or expenses incurred by any insured for first aid.

"Coverage territory" means all parts of the world if the insured's responsibility to pay damages is determined in a suit on the merits in the United States (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

"Damages" means monetary judgment, award or settlement, but does not include fines or penalties or damages for which insurance is prohibited by law applicable to the construction of this policy.

"Errors or Omission injury" means injury (other than "bodily injury, property damage", advertising injury", or "personal injury") that arises out of an insured's act, error or omission (or a related series of acts, errors or omissions) within the scope of your operations.

"Insured Contract" means:

- a) A lease of premises;
- b) A sidetrack agreement;
- c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d) Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- e) An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f) An elevator maintenance agreement; or
- g) That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of bodily injury or property damage to a third person or organization, if the contract or agreement is made prior to the bodily injury or property damage. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An insured contract does not include that part of any contract or agreement:

- a) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - 1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change order, designs, or specifications; or
 - 2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- b) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in a. above and supervisory, inspection or engineering services; or
- c) That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

"Loading or unloading" means the handling of property:

- a) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or auto;
- b) While it is in or on an aircraft, watercraft or auto; or
- c) While it is being moved from an aircraft, watercraft or auto to the place where it is finally delivered;

but loading and unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or auto.

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b) Vehicles maintained for use solely on or next to premises you own or rent;

Any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an auto and not mobile equipment if the only reason for considering it mobile equipment is that it is maintained for use primarily or exclusively on streets or highways owned by you;

- c) Vehicles that travel on crawler treads;
- d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1) Power cranes, shovels, loaders, diggers or drills; or
 - 2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e) Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types;
 - 1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2) Cherry pickers and similar devices used to raise or lower workers;
- f) Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered autos:

- 1) Equipment designed primarily for:
 - a) Snow removal
 - b) Road maintenance, but not construction or resurfacing;
 - c) Street cleaning;
- 2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

"Occurrence" means:

- a) An accident, including continuous or repeated exposure to substantially the same general conditions;
- b) With respect only to personal injury, an offense described in the definition of personal injury; or
- c) With respect only to advertising injury, an offense described in the definition of advertising injury;
- d) With respect only to "errors or omissions injury," an act, error or omission (or a related series of acts, errors, or omissions) in the conduct of your operations.

"Personal Injury" means injury (other than bodily injury) arising out of one or more of the following offenses:

- a) False arrest, detention or imprisonment;
- b) Malicious prosecution;
- c) Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
- d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

- e) Oral or written publication of material that violates a person's right of privacy.

"Products-completed operations hazard" includes all bodily injury and property damage occurring away from premises you own or rent and arising out of your product or your work except;

- a) Products that are still in your physical possession; or
- b) Work that has not yet been completed or abandoned.

Your work will be deemed completed at the earliest of the following times:

- a) When all of the work called for in your contract has been completed.
- b) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include bodily injury or property damage arising out of:

- 1) The transportation of property, unless the injury or damage arising out of a condition in or on a vehicle created by the loading or unloading of it;
- 2) The existence of tools, uninstalled equipment or abandoned or unused materials;
- 3) Products or operations for which the classification in our manual of rules includes products or completed operations.

"Property damage" means:

- a) Physical injury to tangible property, including all resulting loss of use of that property; or

- b) Loss of use of tangible property that is not physically injured.

"Suit" means a civil proceeding in which damages because of bodily injury, property damage, personal injury or advertising injury, acts, errors, or omissions (or a first in a series of such offenses) to which this insurance applies are alleged. Suit includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

"Your product" means:

- a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
- 1) You;
 - 2) Others trading under your name; or
 - 3) A person or organization whose business or assets you have acquired; and
- b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work" means:

- a) Work or operations performed by you or on your behalf; and
- b) Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

SECTION II - COVERAGE

A. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of:

- 1) bodily injury,
- 2) property damage,
- 3) personal injury, or
- 4) advertising injury,
- 5) errors or omissions

to which this policy applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this insurance.

This insurance does not apply to "bodily injury;" "property damage;" "personal injury" or "advertising injury" offenses (or a first in a series of such offenses); acts, errors, or omissions (or a first in a series of offenses) which occurred before the retroactive date if any, shown in the Declarations, or which occurs after the policy period.

The bodily injury, property damage, personal injury or advertising injury, acts, errors, or omissions (or a first in a series of offenses) must be caused by an occurrence. The occurrence must take place in the coverage territory.

We will have the right and duty to defend any claim or suit seeking such damages, but:

- 1) The amount we will pay for damages is limited as described in SECTION VI - LIMITS OF LIABILITY
- 2) We may, at our discretion, investigate any occurrence and settle any claim or suit that may result; and
- 3) Our right and duty to defend end when we have used up the applicable limits of liability in the payment of judgments or settlements. This applies both to claims and suits pending at that time and those filed thereafter.

B. Exclusions

- 1) This insurance does not apply to bodily injury, property damage, personal injury or advertising injury, acts, errors, or omissions (or a first in a series of offenses) arising out of the operation, maintenance or use of any facility or operation designated in the Schedule of Included/ Excluded Operations as "excluded".
- 2) We have no obligation under this policy:
 - a) To investigate, settle or defend any claim or suit against any insured alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
 - b) To pay any damages, judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any such injury or damage, or in complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous, or thermal pollutants, contaminants, irritants or toxic substances, including smoke, vapors, soot, fumes, acids or alkalis, and waste materials consisting of or containing any of the foregoing.

This insurance does not apply to:

- 3) Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- 4) Any liability arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings or inverse condemnation, adverse possession or dedication by adverse use or by whatever name called, whether such liability accrues directly against any insured or by virtue of any agreement entered into by or on behalf of any insured.
- 5) Liability arising out of the rendering of or failure to render professional medical, nursing, dental or paramedical services.

- 6) Liability arising out of unfair competition or violation of anti-trust laws.
- 7) Liability arising out of infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark, or service name.
- 8) Damages claimed for any loss, cost or expense incurred by any insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - a) your product, or
 - b) your workif such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- 9) Bodily injury, property damage, personal injury or advertising injury, acts, errors or omissions (or a first in a series of offenses) expected or intended from the standpoint of any insured. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.
- 10) Bodily injury, property damage, personal injury or advertising injury, acts, errors or omissions (or a first in a series of offenses) sustained by any person and caused by demotion, dismissal, failure to promote, or otherwise arising out of employment or prospective employment of any person by any insured.
- 11) Bodily injury, property damage, personal injury or advertising injury, acts, errors or omissions (or a first in a series of offenses) caused by any dishonest, fraudulent, criminal or malicious act or omission of any insured.
- 12) Bodily injury or property damage
 - a) For which any insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an insured contract, or

- (2) That the insured would have in the absence of the contract, or agreement.
- b) For which any insured may be held liable by reason of:
 - (1) Causing or contributing to the intoxication of any person;
 - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if either you or the insured are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- c) Arising out of the ownership, maintenance, use of entrustment to others of any aircraft, auto or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and loading or unloading. This exclusion does not apply to:
 - (1) A watercraft while ashore on premises you own or rent;
 - (2) A watercraft you do not own that is:
 - (a) less than 26 feet long; and
 - (b) not being used to carry persons or property for a charge;
 - (3) Parking an auto on, or on the ways next to premises you own or rent, provided the auto is not owned by or rented or loaned to you or the insured;
 - (4) Liability assumed under any insured contract for the ownership, maintenance or use of aircraft or watercraft;

- (5) Bodily injury or property damage arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of mobile equipment.

d) Arising out of:

- (1) The transportation of mobile equipment by an auto owned or operated by or rented or loaned to any insured; or
- (2) The use of mobile equipment in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

- e) Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13) Bodily injury to:

- (1) An employee of any insured arising out of or in the course of employment by any insured; or
- (2) The spouse, child, parent, brother or sister of that employee as consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability you assume under an insured contract.

14) Property damage to:

- (1) Property any insured owns, rents or occupies;
- (2) Premises any insured sells, gives away or abandons, if the property damage arises out of any part of those premises;

- (3) Property loaned to any insured;
- (4) Personal property in the care, custody or control of any insured, (except property of an inmate of a jail, penal institution or correctional center up to \$2,500 per inmate);
- (5) That particular part of real property on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the property damage arises out of those operations; or
- (6) That particular part any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are your work and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion does not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

15) Property Damage to:

- a) Your product arising out of it or any part of it.
- b) Your work arising out of it or any part of it and included in the products-completed operations hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- c) Property that has not been physically injured, arising out of:
 - (1) A defect, deficiency, inadequacy or dangerous condition in your product or your work; or

- (2) A delay or failure by any insured or anyone acting on any insured's behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to loss of use of other property arising out of sudden and accidental physical injury to your product or your work after it has been put to its intended use.

16) Personal injury or advertising injury:

- a) Arising out of oral or written publication of material, if done by or at the direction of any insured with knowledge of its falsity;
- b) Arising out of oral or written publication of material whose first publication took place "before the retroactive date";
- c) Arising out of the willful knowledge or violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured; or
- d) For which any insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

17) Advertising injury arising out of:

- a) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- b) The failure of goods, products or services to conform with advertised quality or performance;
- c) The wrong description for the price of goods, products or services; or
- d) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

18) Errors or omission injury:

- a) Arising out of any insured's activities in a fiduciary capacity or as a trustee or in any similar capacity;

- b) Arising out of any insured's advertising activities;
- c) Arising out of the operation of:
 - 1) Schools
 - 2) Airports
 - 3) Hospitals or health care facilities
 - 4) Gas & Electric facilities
- d) Arising out of:
 - 1) Any insured obtaining remuneration of financial gain to which insured was not legally entitled, or
 - 2) the willful violation of a penal statute or ordinance committed by or with knowledge or consent of any insured but only as respects such insured.
- e) That results in property damage or disappearance of any tangible property (including money).
- f) Arising out of law enforcement activities.
- g) Arising from failure to purchase or maintain insurance coverage.
- h) Based on contractual penalties or retainages, breach of contract, or cost estimate overruns on any contract or project.
- i) Resulting in a "claim" or suit for "damages" for the refund of taxes, assessments, fees or charges as a result of an improper or illegal levy, tax, imposition, assessment or valuation of property.
- j) Resulting from discrimination or violation of civil rights.

SECTION III - APPLICATION OF POLICY

Your policy applies to bodily injury, property damage, personal injury or advertising injury, acts, errors, or omissions (or a first in a series of offenses) only if a claim for damages because of the bodily injury, property damage, personal injury or advertising injury, acts, errors or omissions (or a first in a series of offenses) is first made against any insured during the policy period, provided you, at the time you applied for this coverage had no knowledge of any claim or suit or any occurrence which might reasonably be expected to result in a claim or suit.

- a) A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.
- b) All claims for damages because of bodily injury to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the bodily injury will be deemed to have been made at the time the first of those claims is made against any insured.
- c) All claims for damages because of property damage causing loss to the same person or organization as a result of an occurrence will be deemed to have been made at the time the first of those claims is made against any insured.
- d) All claims for damages because of personal injury to the same person or organization as a result of an occurrence will be deemed to have been made at the time the first of those claims is made against any insured.
- e) All claims for damages because of advertising injury to the same person or organization as a result of an occurrence will be deemed to have been made at the time the first of those claims is made against any insured.
- f) All claims for damages because of errors or omissions injury as a result of an occurrence will be deemed to have been made at the time the first of those claims is made against any insured.
- g) All claims for damages because of employee benefit injury as a result of an occurrence will be deemed to have been made at the time the first of those claims is made against any insured.

SECTION IV - WHO IS AN INSURED

Each of the following is an insured:

- a) You;
- b) Any commission, board, authority, administrative department or other similar unit operated by and under your jurisdiction;
- c) Your employees and authorized volunteers, other than licensed medical, nursing, dental or paramedical personnel;
- d) Any duly elected or appointed officials and members of your governing body; and
- e) Any person or organization to whom you are obligated by virtue of a written or oral contract to provide insurance such as is afforded by this policy; but only with respect to operations for you or to facilities you own, rent or use.

The persons or organizations described above are insureds only while acting within the scope of their duties with respect to a facility or operation that is designated in the Schedule of Included/Excluded Operations as "included"

SECTION V - SUPPLEMENTARY PAYMENTS

A) General Expenses

We will pay, with respect to any claim or suit we defend:

- 1) All claim expenses.
- 2) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.
- 3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$100 a day because of time off from work.

- 5) All costs taxed against the insured in the suit.
- 6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of liability.

B) Medical Expenses

We will also pay:

- 1) Medical expenses as described below for bodily injury caused by an accident;
 - a) On premises you own or rent;
 - b) On ways next to premises you own or rent; or
 - c) Because of your operations;provided that:
 - a) The accident takes place in the coverage territory and during the policy period;
 - b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- 2) We will make these payments regardless of fault up to a maximum amount of \$5,000 per person, \$10,000 per accident. We will pay reasonable expense for:
 - a) First aid at the time of an accident;
 - b) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - c) Necessary ambulance, hospital, professional nursing and funeral services.

C. Exclusions

We will not pay expenses for bodily injury:

- 1) To any insured.
- 2) To a person hired to work for or on behalf of any insured or a tenant of any insured.
- 3) To any inmate, patient or prisoner who is being treated, cared for, detailed or imprisoned in any of your facilities.
- 4) To a person injured on that part of premises you own or rent that the person normally occupies.
- 5) To a person, whether or not an employee of any insured, if benefits for the bodily injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- 6) To a person injured while taking part in athletics.
- 7) Included within the products-completed operations hazard.
- 8) Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SECTION VI - LIMITS OF LIABILITY

- 1) The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) Claims made or suits brought; or
 - c) Persons or organizations making claims or bringing suits.
- 2) The Products-Completed Operations Aggregate Limit is the most we will pay for all damages because of injury or damage included in the products-completed operations hazard.

- 3) The Personal Injury and Advertising Injury Aggregate Limit is the most we will pay for damages because of all personal injury and all advertising injury sustained by any one person or organization.
- 4) The Errors or Omissions injury aggregate limit is the most we will pay for all damages because of errors or omission hazard.
- 5) Subject to any aggregate limit stated above:
 - a) The Bodily Injury and Property Damage Limit is the most we will pay for damages because of all bodily injury (including damages for care or loss of services resulting from bodily injury) and property damage arising out of any one occurrence. All bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.
 - b) Errors or Omissions injury - each incident limit, which is the most we will pay for "damages" because of all "errors or omissions injury" arising out of any one occurrence.

SECTION VII - EXTENDED REPORTING PERIOD OPTION

Upon termination of this insurance by you or by cancellation or non-renewal by us for any reason other than non-payment of premium, you may elect to have an endorsement issued providing for an extended reporting period of three years following the effective date of termination or expiration of this policy.

A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the claim is for damages and/or personal injury or advertising injury offenses (or first in a related series of such offenses), acts, errors, or omissions (or the first in a related series of acts, errors, or omissions) which occurred because of bodily injury or property damage before the end of the policy period, but not before the Retroactive Date, if any, shown in the Declarations.

The Extended Reporting Period will not reinstate or increase the limits of liability or extend the policy period.

We will issue the Extended Reporting Period Endorsement only if:

- a) you request it in writing within 60 days after the end of the policy period; and
- b) you promptly pay the additional premium when due, as may be required by our Rules, Rates and Rating Plans then in effect.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be cancelled.

SECTION VII - CONDITIONS

1) Premiums

The Named Insured shown in the Declarations:

- a) Is responsible for the payment of all premiums; and
- b) Will be the payee for any return premiums we pay.

2) Inspections and Surveys

We have the right but are not obligated to:

- a) Make inspections and surveys at any time;
- b) Give you reports on the conditions we find; and
- c) Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a) Are safe or healthful; or
- b) Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory rate service or similar organization which make insurance inspections, surveys, reports or recommendations.

3) Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

4) Duties in the Event of Occurrence, Claim or Suit

a) You must see to it that we are notified as soon as practicable of an occurrence, offense, act, error, or omission which may result in a claim. Notice should include:

- 1) How, when and where the occurrence took place;
- 2) The names and addresses of any injured persons and witnesses; and
- 3) The nature and location of any injury or damage arising out of the occurrence.

Notice of any occurrence is not notice of a claim.

b) If a claim is received by any insured, you must:

- 1) Immediately record the specifics of the claim and the date received; and
- 2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

c) You and any other involved insured must:

- 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with claim or suit;
- 2) Authorize us to obtain records and other information;
- 3) Cooperate with us in the investigation, settlement or defense of the claim or suit; and

- 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any insured because injury or damage to which this insurance may also apply.
- d) No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5) Legal Action Against Us

No person or organization has a right under this policy:

- a) To join us as a party or otherwise bring us into a suit asking for damages from any insured; or
- b) To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by us, the insured and either the claimant or the claimant's legal representative.

6. Transfer of Rights of Recovery Against Others to Us

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. Any insured must do nothing after loss to impair them. At our request, any insured will bring suit or transfer those rights to us and help us enforce them.

7. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any of our agents or knowledge possessed by any such agent or any other person shall not act as a waiver or a change in any part of this policy.

None of the provision of this policy shall be waived, changed or modified except by written endorsement issued to form a part of this policy.

8. Transfer of Your Rights and Duties Under this Policy

No rights or duties under this policy may be transferred without our written consent except in the case of death of an individual insured.

If any insured dies, that insured's rights and duties will be transferred to that insured's legal representative but only while acting within the scope of duties as that insured's legal representative. Until the legal representative is appointed, anyone having proper temporary custody of that insured's property will have that insured's rights and duties but only with respect to that property.

9. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

10. Other Insurance

If other valid and collectible insurance is available to any insured for a loss we cover under this policy, our obligations are limited as follows:

a) Primary insurance

This insurance is primary insurance, except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b) Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- 1) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance applies to bodily injury, property damage, personal injury or advertising injury, acts, errors or omissions (or a first in a series of offenses) on other than a claims made basis, if:

- a) No Retroactive Date is shown in the Declarations of this insurance; or

- b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;
- 2) That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for your work;
- 3) That is Fire Insurance for premises rented to you; or
- 4) If the loss arises out of the maintenance or use of aircraft, autos or watercraft to the extent not subject to Exclusion 14.c.

When this insurance is excess, we will have no duty under this policy to defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to any insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

c) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

11. Cancellation

- a) The Named Insured shown in the Declarations may cancel this policy by mailing; or delivering to us advance written notice of cancellation.
- b) We may cancel this policy by mailing or delivering to the Named Insured written notice of cancellation at least:
 - 1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - 2) 60 days before the effective date of cancellation if we cancel for any other reason.
- c) We will mail or deliver our notice to the Named Insured's last mailing address known to us.
- d) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e) If this policy is cancelled, we will send the Named Insured any premium refund due. If we cancel, the refund will be pro-rata. If the Named Insured cancels, the refund may be less than pro-rata. The cancellation will be effective even if we have not made or offered a refund.
- f) If notice is mailed, proof of mailing will be sufficient proof of notice.

12) Representations

By accepting this policy, you agree:

- a) The statements in the Declarations are accurate and complete;
- b) Those statements are based upon representations you made to us; and
- c) We have issued this policy in reliance upon your representations.

SCHEDULE OF INCLUDED/EXCLUDED OPERATIONS

| Coverage | | |
|-----------------|-----------------|--|
| Included | Excluded | |
| _____ | <u>Excluded</u> | Airport |
| _____ | <u>Excluded</u> | Amusement Parks |
| _____ | <u>Excluded</u> | Dams, Lakes, Reservoirs |
| _____ | <u>Excluded</u> | Electric Utility System |
| _____ | <u>Excluded</u> | Gas Department or Gas Utility System |
| <u>Included</u> | _____ | Golf Courses |
| _____ | <u>Excluded</u> | Hospitals and Nursing Homes |
| _____ | <u>Excluded</u> | Housing Authority and Housing Projects |
| _____ | <u>Excluded</u> | Landfills |
| <u>Included</u> | _____ | Law Enforcement Activities (Bodily Injury and Property Damage Coverage Only) |
| <u>Included</u> | _____ | Law Enforcement Activities (Personal Injury Coverage Only) |
| <u>Included</u> | _____ | Penal Institutions, Jails, Correctional Facilities |
| _____ | <u>Excluded</u> | Schools and Colleges |
| _____ | <u>Excluded</u> | Ski Facilities and Skiing Activities |
| <u>Included</u> | _____ | Street, Roads, Highways or Bridges (including signs, meters, signals, etc.) |
| _____ | <u>Excluded</u> | Transportation Systems |
| _____ | <u>Excluded</u> | Water and Sewer Companies |
| _____ | <u>Excluded</u> | Wharves, Piers, Docks, Marinas and Watercraft |
| _____ | <u>Excluded</u> | Zoos |

Endorsement "A"

This Endorsement Changes The Policy.
Please Read It Carefully.

AMENDMENT OF SECTION IV - WHO IS AN INSURED

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

It is agreed that subsection C. of SECTION IV - WHO IS AN INSURED
is replaced by the following:

- C. Your employees and authorized volunteers, other than licensed medical, nursing, dental or paramedical personnel, but only for acts within the scope of their employment or as authorized by you. However, none of these employees or authorized volunteers is an insured for:
- 1) Bodily injury or personal injury to a co-employee or to a volunteer while in the course of his or her employment or while acting on your behalf;
 - 2) Bodily injury or personal injury arising out of personally providing or failing to provide professional health care service; or
 - 3) Property damage to property owned or occupied by or rented or loaned to that employee, that volunteer or any of your other employees or volunteers.

Endorsement "B"

This Endorsement Changes the Policy.
Please Read It Carefully.

FIRE DAMAGE LEGAL LIABILITY

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

In return for the payment of the premium when due and subject to all the terms of the policy, except as modified with respect to the insurance afforded by this endorsement, we agree with you as follows:

SCHEDULE

| Description of Property | Limit of Liability | Rate (Per \$100 of Limit) | Premium \$Included |
|----------------------------|-----------------------|------------------------------|-----------------------|
|----------------------------|-----------------------|------------------------------|-----------------------|

ALL REAL PROPERTY

\$50,000 each occurrence

We will pay on behalf of the insured all sums the insured shall become legally obligated to pay as damages because of property damage arising out of fire to structure or portions thereof including permanently attached fixtures, retined to or occupied by any insured and described in the Schedule of this endorsement, subject to the following conditions:

The limit of liability stated in the Schedule of this endorsement applies separately to the insurance afforded by this endorsement and is in lieu of and not in addition to any other limit of liability stated in the policy, but is subject to the All Coverages Aggregate Limit stated in the policy Declarations.

None of the exclusions of the policy applying to property damage, other than the Nuclear Energy Liability Exclusion (Broad Form), apply to the property damage coverage afforded by this endorsement and in lieu thereof the following exclusion applies:

This insurance does not apply to property damage for which any insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages;

- 1) Assumed in a contract or agreement that is an insured contract, or
- 2) That the insured would have in the absence of the contract or agreement.

Endorsement "C"

This Endorsement Changes the Policy.
Please Read It Carefully.

PERSONAL INJURY COVERAGE -
LAW ENFORCEMENT OPERATIONS

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

With respect only to coverage for your Law Enforcement Operations,
the definition of personal injury is amended to read:

"Personal Injury" means injury (other than bodily injury) arising
out of one or more of the following offenses in the conduct of your
law enforcement operations:

- 1) false arrest, detention or imprisonment;
- 2) malicious prosecution;
- 3) wrongful entry, eviction or other invasion of the right of
private occupancy;
- 4) humiliation;
- 5) the publication of utterance of a libel, slander or other
defamatory or disparaging material, or publication or
utterance in violation of an individual's right of privacy;
- 6) false arrest or improper service of process;
- 7) violation of property rights.

Endorsement "D"

This Endorsement Changes The Policy.
Please Read it Carefully.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

SCHEDULE

| Coverage | Amount and Basis of Deductible |
|---|--------------------------------|
| 1) Bodily Injury and Property Damage | \$ 500 each occurrence |
| 2) Personal Injury and Advertising Injury | \$ 500 each occurrence |
| 3) Law Enforcement Liability | \$2,500 each occurrence |

- 1) Our obligation to pay damages on behalf of the insured because of damages sustained by one or more persons or organizations as a result of any one occurrence, applies only to the amount of damages payable for each coverage shown in the Schedule of this endorsement which is in excess of the deductible stated in the Schedule for each such coverage.
- 2) We may pay any part or all of the deductible amount to effect settlement of any claim and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- 3) The terms of the policy of which this endorsement forms a part including those with respect to (a) our rights and duty to defend any claim or suit seeking such damages, and (b) your duties in the event of an occurrence, claim or suit, apply regardless of the application of the deductible amount.

Endorsement "E"

This Endorsement Changes The Policy.
Please Read It Carefully.

WAIVER OF GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

We will waive, both in the adjustment of claims and in the defense of suits against any insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of liability.

Endorsement "F"

This Endorsement Changes The Policy.
Please Read It Carefully.

LIMITATION OF LIMIT OF LIABILITY

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

In the event that more than one coverage applies to the same claim or suit brought against any insured, our total liability for all damages with respect to such claim or suit shall not exceed the highest limit of liability under any such coverages.

Endorsement "G"

This Endorsement Changes The Policy.
Please Read It Carefully.

MOTOR VEHICLE LAWS - MOBILE EQUIPMENT

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

It is agreed that with respect to mobile equipment to which your policy applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

Exdorsement "H"

This Endorsement Changes The Policy.
Please Read It Carefully.

EXCLUSION - CLASS ACTION SUITS

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

We have no obligation under this policy to investigate, defend or pay any damages, judgments, loss, costs or expenses that may be awarded in a class action suit against any insured because of bodily injury, property damage, personal injury, advertising injury, error or omissions injury or employee benefit injury sustained by any person in connection with the employment or prospective employment of any person by any insured.

Endorsement "I"

This Endorsement Changes The Policy.
Please Read It Carefully

EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS
PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

The policy of which this endorsement forms a part does not apply to bodily injury, property damage, personal injury, errors or omissions injury or advertising injury arising out of the rendering or failure to render any professional services by or for you, including:

- 1) The preparing, approving, or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- 2) Supervisory, inspection or engineering services.

Endorsement "J"

This Endorsement Changes The Policy.
Please Read It Carefully.

EXCLUSION - INJURY TO VOLUNTEER FIREMEN

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

This insurance does not apply to bodily injury or personal injury
to any volunteer firemen while in the course of their duties as
such, whether or not members of your organization.

Endorsement "K"

This Endorsement Changes The Policy.
Please Read It Carefully.

EXCLUSION - LAWYER'S PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

This insurance afforded by the policy of which this endorsement forms a part does not apply to personal injury or errors or omissions injury arising out of an insured's rendering of or failure to render professional services in his/her capacity as a lawyer, to or on behalf of any person or organization with respect to any matters not related to your covered operations or facilities.

Endorsement "L"

This Endorsement Changes The Policy.
Please Read It Carefully.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

- 1) The insurance does not apply:
 - a) Under any Liability Coverage, to bodily injury or property damage:
 - 1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - 2) Resulting from the hazards property of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - b) Under any Medical Payments Coverage, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - c) Under any Liability Coverage to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
 - 1) The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

- 2) The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or
- 3) The bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

2) As used in this endorsement:

"hazard properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material" and "by-product material" have the meanings given in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium for any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.

"nuclear facility" means

- a) Any nuclear reactor
- b) Any equipment or device designated or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing, or packaging waste,

- c) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

Endorsement "M"

This Endorsement Changes the Policy.
Please Read It Carefully.

EMERGENCY MEDICAL TREATMENT COVERAGE

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

Premium _____

We agree with you:

- 1) For payment of an additional premium, the definition of bodily injury is amended to include injury arising out of the rendering of or failure to render emergency medical treatment by any person (other than a physician, dentist or nurse employed by you to provide such services) including any professional volunteer designated herein and who provides these services on your behalf, subject to the following provisions:
 - a) Exclusion 5. does not apply.
 - b) The insurance afforded by this endorsement to each such person does not apply to bodily injury to another of your employees or volunteers arising out of and in the course of his or her duties for (1) you or (2) if the named insured is a partnership or joint venture, any partner or member thereof.
- 2) As used herein, "professional volunteer" means any person who is a licensed or certified nurse, emergency medical technician or paramedic, and performs medical or paramedical services without a charge, for or at your direction.

Designated Professional Volunteers

Emergency Medical Technicians and Paramedics per schedule on file

ENDORSEMENT "H"
EFFECTIVE DATE: MARCH 1, 1989

INSURED City of Ferguson

POLICY NO. GL-0007-89

| COVERAGE | LIMITS OF LIABILITY | | | | DEDUCTIBLE | |
|--|---------------------|------------|--------------|-----------|------------|------------|
| EMPLOYEE BENEFITS LIABILITY INSURANCE | \$ 1,000,000 | EACH CLAIM | \$ 1,000,000 | AGGREGATE | \$ 1,000 | EACH CLAIM |
| ESTIMATED NUMBER OF EMPLOYEES | RETRO DATE | | | | PREMIUM | |
| 131 | 3/1/89 | | | | \$ Incl. | |

In consideration of the payment of the premium, this Company agrees with the Insured named in the Declarations to afford the coverage set forth herein and on pages 2 and 3. The other terms, conditions and limits of liability in other sections of the policy to which this endorsement is attached shall not apply to insurance afforded hereunder.

INSURING AGREEMENTS

1. Employee Benefits Liability:

This Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of any claim made against the Insured due to any negligent act, error or omission of the Insured, or any other person for whose acts the Insured is legally liable, in the administration of the Insured's Employee Benefits programs, as defined herein, and this Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such negligent act, error or omission, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but this Company shall not be obligated to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgements or settlements.

2. Supplementary Payments: This Company will pay, in addition to the applicable limits of liability:

- (a) all expenses incurred by this Company, all costs taxed against the Insured in any suit defended by this Company and all interest on the entire amount of any judgment therein which accrues after the entry of judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit and premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without any obligation to apply or furnish any such bonds;
- (c) reasonable expenses incurred by the Insured at this Company's request including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

DEFINITIONS

1. Definition of "Insured": With respect to the insurance afforded by this endorsement the unqualified word "Insured" includes the Named Insured; provided that (a) if the Named Insured is designated as an individual, the insurance applies only to the conduct of a business of which he is the sole proprietor and (b) the unqualified word "Insured" also includes the following:
 - (i) if the Named Insured is or includes a partnership or joint venture, any partner or member thereof but only with respect to his liability as such;
 - (ii) any executive officer, director or stockholder of the Named Insured while acting within the scope of his duties as such;
 - (iii) any full-time, salaried employee, provided such employee is authorized to act in the administration of the Named Insured's Employee Benefits Programs.
2. "Employee Benefits Programs": The term "Employee Benefits Programs" means (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security benefits, disability benefits, and (b) any other similar employee benefits instituted after the effective date of this endorsement, provided this Company is notified within thirty days after the institution of such benefits.
3. "Administration": The unqualified word "administration" whenever used shall mean:
 - (a) Interpreting the Employee Benefits Programs;
 - (b) Handling of records in connection with the Employee Benefits Programs;
 - (c) Effective enrollment, termination or cancellation of employees under the Employee Benefits Programs; provided all such acts are authorized by the Named Insured.

EXCLUSIONS

1. This endorsement does not apply to:
 - (a) any claim based upon or attributable to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;
 - (b) bodily injury to or sickness, disease or death, of any person, or to injury to any tangible property, including the loss of use thereof;
 - (c) any claim for failure of performance of contract by an insurer;
 - (d) any claim based upon the Insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;
 - (e) any claim based upon:
 - (i) advice given by an Insured to an employee to participate or not to participate in any Employee Benefit Plans;
 - (ii) the appointment of, or the failure to appoint, any investment manager, administrator, trustee, actuary, advisor, counsel, accountant, custodian, or consultant;
 - (iii) any investment activity, including but not limited to, the management, administration or disposition of assets of any Employee Benefit Program.
2. This endorsement does not provide coverage for any claim to the extent that recovery could not have been attained upon such claim in an action at law prior to the effective date of the Employee Retirement Income Security Act of 1974 (ERISA).

CONDITIONS

1. Application of this Endorsement: This endorsement applies to damages which occur within the United States of America, its territories or possessions or Canada provided claim or suit is brought against the Insured during the endorsement period, and the Insured at the effective date of this endorsement had no knowledge or could not have reasonably foreseen any circumstances which might result in a claim or suit.
2. Limits of Liability: Regardless of the number of (a) Insureds under this policy (b) persons who sustain damage, or (c) claims made or suits brought for such damage; the limit of liability stated in the Additional Declarations as applicable to "each sum" is the limit of this Company's liability for all damages incurred on account of any claim covered hereunder; the limit of liability stated in the Additional Declarations as "aggregate" is, subject to the above

provision respecting each claim, the total limit of this Company's liability for all claims covered hereunder and occurring during each annual period this endorsement is in force.

3. **Premium:** The premium stated in the Additional Declarations is an estimated premium only. Upon termination of each annual period of this endorsement the Insured, on request, will furnish this Company a statement of the total number of employees at the end of the period and the earned premium shall be computed on the average of the number of employees at the beginning and the end of such period in accordance with the rates specified in the Additional Declarations. If the earned premium thus computed exceeds the estimated premium paid, the Insured shall pay the excess to this Company; if less, this Company shall return to the Insured the unearned portion paid by such Insured:
4. **Insured's Duties in the Event of Occurrence, Claim or Suit:**
 - (a) In the event of an occurrence which may result in a claim, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, shall be given by or for the Insured to this Company or any of its authorized agents as soon as practicable.
 - (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.
 - (c) The Insured shall cooperate with this Company and, upon this Company's request, shall attend hearings and trials, assist in making settlements, in the conduct of suits, in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.
5. **Deductible:** The deductible amount indicated in the Additional Declarations shall be subtracted from the total amount of all sums which this Company is obligated to pay or incur on behalf of the Insured on account of each claim. This Company shall be liable only for the difference between such deductible amount and the limit of this Company's liability for each claim as stated in the Additional Declarations. The terms of this endorsement including those with respect to notice of claim or suit and this Company's right to investigate and negotiate any such claim or suit, apply irrespective of the application of the deductible amount.
6. **Action Against Company:** No action shall lie against this Company, unless as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this endorsement, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement to join this Company as a party to any action against the Insured to determine the Insured's liability, nor shall this Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve this Company of any of its obligations hereunder.
7. **Subrogation:** In the event of any payment under this endorsement, this Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.
8. **Changes:** Notice to any agent or knowledge possessed by an agent or by another person shall not affect a waiver or a change in any part of this endorsement or estop this Company from asserting any right under the terms of this endorsement; nor shall the terms stated herein be waived or changed, except by endorsement issued to effect such change.
9. **Assignment:** Assignment of interest under this endorsement shall not bind this Company until its consent is endorsed hereon; if, however, the Named Insured shall die, this endorsement shall cover the Named Insured's legal representative as Named Insured; provided that notice of cancellation addressed to the Insured named in the Additional Declarations mailed to the address shown in this endorsement shall be sufficient notice to effect cancellation of this endorsement.

10. Other Insurance: If the Insured has other insurance against a loss covered by this endorsement, this Company shall not be liable under this endorsement for a greater proportion of such loss than the limit of liability stated in the Additional Declarations bears to the total limit of liability of all valid and collectible insurance against such loss. However, with respect to negligent acts, errors or omissions which occur prior to the effective date of this endorsement, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance and shall then apply only in the amount by which the applicable limit of liability of this endorsement exceeds the sum of the applicable limits of liability of all such other insurance.
11. Additional Declarations: By acceptance of this endorsement the Insured agrees that the statements in the Additional Declarations are his agreements and representations, that this endorsement is issued in reliance upon the truth of such representations and that this endorsement embodies all agreements existing between himself and this Company or any of its agents relating to this insurance.
12. Conformity with Statute: Terms of this endorsement which are in conflict with the statutes of the State wherein this endorsement is issued are hereby amended to conform to such statutes.
13. Cancellation: This endorsement may be cancelled by the Named Insured by surrender thereof to this Company or any of its authorized agents or by mailing to this Company written notice stating when thereafter the cancellation shall be effective. This endorsement may be cancelled by this Company by mailing to the Named Insured at the address shown in the Additional Declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the endorsement period. Delivery of such written notice either by the Named Insured or by this Company shall be equivalent to mailing.

Authorized Representative

Date

Policy #GL001-92

Endorsement Effective: September 1, 1992

Endorsement P

Named Insured: CITY OF BALLWIN

**This Endorsement Changes the Policy.
Please Read it Carefully.**

Definition of Insured Contract

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

Subsection d of "Insured Contracts" in Section I - Definitions is hereby repealed and a new subsection is enacted to read as follows:

Any other easement agreement, except in connection with construction or demolition operations on a railroad.

ENDORSEMENT R

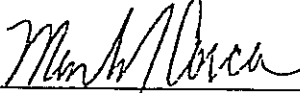
**This Endorsement Changes the Policy
Please Read it Carefully.**

**PERSONAL INJURY COVERAGE -
LAW ENFORCEMENT OPERATIONS**

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE,
ENDORSEMENT C, PERSONAL INJURY COVERAGE -
LAW ENFORCEMENT OPERATIONS

With respect to Endorsement C, subparagraph 4, "humiliation" is deleted.

Adopted by PACT Board of Directors on
January 24, 1995 to be effective March 1, 1995.


Martin J. Corcoran, President

Endorsement "S"

This Endorsement Changes The Policy.
Please Read It Carefully.

AMENDMENT OF SECTION IV - WHO IS AN INSURED

This endorsement modifies the insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

SECTION IV - WHO IS AN INSURED, is hereby repealed, endorsement "A", and the endorsement dealing with the same subject effective March 1, 1994 is hereby deleted and a new SECTION IV - WHO IS AN INSURED is enacted to read as follows:

SECTION IV - WHO IS AN INSURED

Each of the following is an insured:

- a) You;
- b) Any commission, board, authority, administrative department, or other similar unit operated by and under your jurisdiction;
- c) Your employees and authorized volunteers, other than licensed medical, nursing, dental or paramedical personnel, but only for acts within the scope of their employment or as authorized by you. However, none of these employees or authorized volunteers is an insured for:
 - 1) **Bodily injury or personal injury** to a co-employee or to a volunteer while in the course of his or her employment or while acting on your behalf;
 - 2) **Bodily injury or personal injury** arising out of personally providing or failing to provide professional health care service; or
 - 3) **Property damage** to property owned or occupied by or rented or loaned to that employee, that volunteer or any of your other employees or volunteers.
- d) Any duly elected or appointed officials and members of your governing body; and
- e) Any person or organization to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy; but only with respect to operations for you or to facilities you own, rent or use. The written

Policy #GL001-93

Endorsement Effective: November 1, 1993

Endorsement O

Named Insured: CITY OF BALLWIN

**This Endorsement Changes the Policy.
Please Read it Carefully.**

Policy Subject to Governmental Immunity

This endorsement modifies insurance provided under the
PUBLIC ENTITY LIABILITY INSURANCE POLICY - CLAIMS MADE

Endorsement O is hereby repealed, and a new Endorsement O is enacted to read as follows:

Notwithstanding any other provision, it is expressly agreed that our liability under this policy is limited to only those claims against insureds for which there is no governmental immunity pursuant to the laws of the State of Missouri.

In the event we deny liability because of governmental immunity on any otherwise covered claim, we will remain obligated to defend the claim, including the assertion of the governmental immunity defense, and will be subject to liability, up to the applicable limit, for any portion of the claim or judgment for which governmental immunity does not apply.

Passed by the Board of Directors of the
Property and Casualty Trust of St. Louis
August 24, 1993.



Martin J. Corcoran, President